

## REMARKS

Claims 40-42, 44-46, 48-51, 56-57 and 98-111 are pending in the case. All claims stand rejected. In the present submission, claims 40-42, 44-45, 48, 50, 51, 56-57, 98, 99, 102, 104-106, 107 and 111 have been amended, claims 101 and 103 have been cancelled and new claim 112 has been added. Reconsideration is respectfully requested.

Applicant would like to express sincere thanks to Examiner Borissov and Examiner Hayes for several valuable discussions regarding the present application. Applicant further appreciates the Examiners' effort and commitment in ensuring timely review of the present response and timely examination of the present application. As Applicant noted in the telephone discussions, Applicant submitted the previous response on November 17, 2005, but it was 7 months later on June 23, 2006, that the present Office Action was mailed. A more timely review and decision for the present submission would be much appreciated by the Applicant.

### §112 Rejections

Claims 40-42, 44-46, 48-51, 56-57 and 98-111 have been rejected under 35 U.S.C. §112, second paragraph, as being indefinite due to various terms in the claims being unclear. In the present submission, the claims have been amended as follows to overcome the §112 rejections.

With respect to claim 98, the Examiner contends that the limitations of "the partners", "the collaboration partners", "the subscribing partners" and "the non-subscribing partners" are not clear. In the present amendment, claim 98 has been amended to recite: "A method for a service provider to enable cost-sharing of a host subscription fee to be incurred for by a client for the use of a hosted enterprise solution by the client and **the client's partners** in a collaboration community, in which the client and **its partners** communicate among themselves online, where each **partner is either a subscribing partner or a non-subscribing partner**" (emphasis added). As thus amended, the terms "partners," "subscribing partner" and "non-subscribing partner" are now clearly defined. By the amendment to claim 98, claims 50, 56, 57 and 107 are now also clearly defined.

The Examiner further rejected claim 98 because the “wherein” clause in the limitation “determining a value...” is confusing. In the present amendment, claim 98 has been amended to recite “determining a value...**the value being a net saving to the host subscription fee**” (emphasis added). As thus amended, the claim limitation “determining a value...” is now positively claimed and meets the requirement of §112.

The Examiner rejected claim 106 for the same reason as claim 98 above. Claim 106 has now been amended to recite “modifying the list of the partners in the collaboration community based on inputs from the client.” Claim 106 now meets the requirement of §112.

The Examiner rejected claim 98 because it was not clear how the limitation “monitoring each non-subscribing partner...” relates to the method recited. Claim 98 has been amended to recite:

...  
determining **a cost of the host subscription fee** based in part by the use of the hosted enterprise solution by all the partners and the client of the collaboration community;

...  
monitoring each non-subscribing partner in the portion of the collaboration community who does not pay a partner subscription fee for his use of the hosted enterprise solution as part of being in the collaboration community, **the non-subscribing partner affecting the cost of host subscription fee by his use of the hosted enterprise solution while not contributing to the value;** and  
**updating the client’s host subscription fee** based at least in part on the value. (Emphasis added.)

As thus amended, claim 98 made clear that the use of the hosted enterprise solution by the client, the subscribing *and* non-subscribing partners determine the cost of the host subscription fee while the subscribing partners contribute to the value. The host subscription fee is modified by the value and the cost is affected by both the subscribing partners and the non-subscribing partners. Claim 98 is now clearly defined and meets the requirement of §112,

The Examiner rejected claims 40, 41, 44, 45, 56, 57, 99 and 111 because the recitation of “enabling” in those claims is confusing. In the present submission, claims 40, 41, 44, 45,

56, 57, 99 and 111 have been amended to recite “determining” instead of enabling. Claims 40, 41, 44, 45, 56, 57, 99 and 111 are now clearly defined and meet the requirement of §112.

The Examiner rejected claim 42 because the term “user’s privileges” is confusing. Claims 42, 56, 57 and 107 have been amended to recite “usage privileges”. Claim 42 is now clearly defined and is consistent with claims 56, 57 and 107. Claim 42 now meets the requirement of §112.

The Examiner rejected claim 51 because the term “facilitates” is not clear. Claim 51 has been amended to recite “providing different usage privileges of the hosted enterprise solution to the client, the subscribing partners and the non-subscribing partners” and now meets the requirement of §112.

The Examiner rejected claim 99 because the limitation “enabling the client to decide which partners in the collaboration community are not invited to become subscribing partners of the hosted enterprise solution” is confusing. The Examiner contends that subscribing partners and non-subscribing partners have been decided already in claim 98. In the present submission, claim 98 has been amended to remove the limitation “generating a list.” Instead, new claim 112 has been added to recite “prior to determining a cost of the host subscription fee, generating a list of the partners that forms at least a portion of the collaboration community.” Claim 99 has been amended to depend on claim 112. Therefore, claim 99 now describes determining which partners are not to be *invited* to become subscribing partners prior to the partners having been assigned as subscribing partners or non-subscribing partners. Claim 99 now meets the requirement of §112.

The Examiner rejected claims 40, 41, 44, 103, 104 and 111 for the same reasons as claim 99 above. Claim 111, dependent upon claim 99, also meets the requirement of §112 for the same reasons as claim 99. Claims 40, 44, and 104 have been amended to depend from claim 112. Claim 103 has been cancelled. Claims 40, 41, 44 and 104 meet the requirement of §112 for the same reasons as claim 99.

The Examiner rejected claims 45 and 111 because the term “standard and open policy” is not clear. Applicant submits that claims 41, 54 and 111 recite inviting, not inviting or

allowing partners to become subscribing partners based on *a standard and open policy provided by the service provider*. The plain meaning of the term “standard and open policy” governs the interpretation of this claim limitation. It is well understood that a “standard policy” is a policy that is set up and established by authority as a rule. It is also well understood that an “open policy” refers to a policy that is known to the public and not restricted to a particular group. Therefore, Applicant submits that the term “standard and open policy” in claims 41, 54 and 111 is clear and the claims meet the requirements of §112.

The Examiner rejected claims 101, 103, 106 and 107 for reciting the term “allowing” which is not clear. The Examiner also rejected claims 101 and 102 for additional reasons. In the present amendment, claims 101 and 103 have been cancelled. Claims 102, 106 and 107 have been amended and now meet the requirements of §112.

For the above reasons, the claims currently presented meet the requirements under §112. Withdrawal of the §112 rejections of the present claims is respectfully requested.

#### §103 Rejections

Claims 40-42, 44-46, 48-51, 56-57 and 98-111 have been rejected under 35 U.S.C. §103(a) as being unpatentable over Miller et al. (US Pub. No. 2005/0055306) in view of Shorter (U.S. 2002/0198782). The Examiner contends that Miller describes all the limitations of claim 98 except that Miller does not specifically teach that a “function is applied to a subscription fee paid by each subscribing partner to determine a value which indicates a net saving for the client.” The Examiner cited Shorter for teaching “a method for retaining customers of a network solution by applying an incentive on a monthly, on-going basis.” The Examiner contends that when Miller is combined with Shorter, all limitations of claim 98 and the dependent claims are taught. Applicant respectfully traverses the rejections.

#### Claim 98

Claim 98, as amended, recites:

98. A method for a service provider to enable cost-sharing of a hosted subscription fee to be incurred for by a client for the use of a hosted enterprise solution by the client and the client's partners in a collaboration community, in which the client and its partners

communicate among themselves online, where **each partner is either a subscribing partner or a non-subscribing partner**, the method executing an enterprise application through the use of a network enabled system to perform the steps comprising:

**determining a cost of the host subscription fee based in part by the use of the hosted enterprise solution by all the partners and the client of the collaboration community;**

determining a value based on applying a predetermined function to a partner subscription fee paid by one or more subscribing partners for the subscribing partner's use of the hosted enterprise solution as part being in the collaboration community, the value being a net saving to the host subscription fee;

**monitoring each subscribing partner** in the portion of the collaboration community who pays a partner subscription fee for his use of the hosted enterprise solution as part of being in the collaboration community, **the subscribing partner paying the partner subscription fee to contribute to the value being the net saving to the host subscription fee;**

**monitoring each non-subscribing partner** in the portion of the collaboration community who does not pay a partner subscription fee for his use of the hosted enterprise solution as part of being in the collaboration community, **the non-subscribing partner affecting the cost of host subscription fee by his use of the hosted enterprise solution while not contributing to the value;** and

updating the client's host subscription fee based at least in part on the value. (Emphasis added.)

In the claimed method of claim 98, the client pays a host subscription fee which has a cost determined by the use of the hosted enterprise solution by the client, the subscribing partners and the non-subscribing partners. The subscribing partners contribute to a value which represents a net saving to the host subscription fee while the non-subscribing partners affect the cost but does not contribute to the value. Regardless of the subscription status of the partners, the client may continue to communicate with all if its partners using the hosted enterprise solution. Therefore, in the claimed method of claim 98, the client's collaboration community includes a non-subscribing partner who *"does not pay a partner subscription fee for his use of the hosted enterprise solution as part of being in the collaboration community."* Miller at least does not teach or suggest at least this limitation of claim 98.

Miller is directed to a collaborative system and method for allowing members of a group to collaborate on a project such as a bid or proposal. The only portion of Miller that describes fees is paragraph [0269] which recites:

It is also contemplated that various methods of obtaining payment for creating or joining groups can be provided. For example, when a new environment or group is created, the person or entity creating the group **can be charged a fixed fee** with payment made by credit card or other means. Alternatively, a service fee can be imposed **based on the number of members** that join, the specific functions made available to the group, or a combination of these. Moreover, **fees could be charged to members that join the group**. The amount of the fee could also be **based on the length of time** that the environment exists or is used.

Miller describes various methods to charge the fees, including charging a fixed fee or basing the fee on the number of members. Miller does not teach or suggest charging a host subscription fee to the client and then allowing the client to reduce that fee based on the amount of partner subscription fees generated, as recited in claim 98. Therefore, claim 98 is patentable over Miller at least by reciting “determining a cost of the host subscription fee based in part by the use of the hosted enterprise solution by all the partners and the client of the collaboration community;... monitoring each subscribing partner...the subscribing partner paying the partner subscription fee to contribute to the value being the net saving to the host subscription fee; monitoring each non-subscribing partner...the non-subscribing partner affecting the cost of host subscription fee by his use of the hosted enterprise solution while not contributing to the value.”

Shorter describes a system and method for reducing turnover among subscribers to a service offered by a service provider. In brief, Shorter describes a system and method where a user may reduce his/her monthly service cost for the use of the provider's service by referring others to become subscribers of the same service. As explained in Applicant's response dated November 17, 2005, under the scheme proposed by Shorter, only subscribers (the original subscriber and the referral subscribers) may utilize the service (such as a wire communication service) provided by the service provider. A person who does not subscribe will not be able to use the service provided by the service provider. Therefore, Shorter does not cure the deficiency of Miller and the combination of Miller and Shorter does not teach or suggest all limitations of claim 98.

For the reasons stated above, claim 98 is patentable over Miller and Shorter, alone or in combination.

Claims 40-42, 44-46, 48-51, 56-57, 99-100, 102 and 104-111

Claims 40-42, 44-46, 48-51, 56-57, 99-100, 102 and 104-111, dependent upon claim 98, are patentable at least for the same reasons that claim 98 is patentable. Claims 101 and 103 have been cancelled and the rejection as to these claims is thus moot.

For the above reasons, claim 98 and its associated dependent claims 40-42, 44-46, 48-51, 56-57, 99-100, 102 and 104-111 are patentable over the cited references. Withdrawal of the §103(a) rejections of these claims is respectfully requested.

New Claim 112

New claim 112, dependent upon claim 98, is patentable at least for the same reasons that claim 98 is patentable.

CONCLUSION

After the present amendment, claims 40-42, 44-46, 48-51, 56-57, 98-100, 102 and 104-111 are pending in the case. For the reasons stated above, the application is in condition for allowance and passage of the case to allowance is respectfully requested. If the Examiner would like to discuss any aspect of this application, the Examiner is invited to contact the undersigned at (408) 382-0480.

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I hereby certify that this correspondence is being submitted electronically to the United States Patent and Trademark Office using EFS-Web on the date shown below.

/Carmen C Cook/ Attorney for Applicant(s)	September 20, 2006 Date of Signature
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Respectfully submitted,

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